

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, DHS Policies and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

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<p>A. COUNTY PROFILES</p> <p>The Vendor shall develop County Profiles (also called “Meta-analyses”) for the Arkansas Department of Human Services (DHS), Division of Children and Family Services (DCFS). The profiles will be used to assist the state in determining how individual service areas, and the state as a whole, are performing overall, including the reasons for both positive and negative aspects of performance, and to assist DCFS in identifying meaningful program improvement as well as staff support and oversight strategies.</p> <p>Performance Indicator 1:</p> <p>The Vendor shall submit a monthly county-level summation of quantitative and qualitative data identified by DCFS and a statewide summation of quantitative and qualitative data.</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term. 2. The Vendor shall submit to DCFS on a monthly basis, and on or before a deadline agreed upon by Vendor and DCFS, a completed profile for each county. 3. On an annual basis, and on or before a deadline agreed upon by Vendor and DCFS, the Vendor shall submit to DCFS a statewide profile summarizing the content of the county profiles. 4. The county profiles shall consist of results from the Quarterly Performance Report (QPR), Workload Reports, Caseload Reports, Human Resources reports, as well as any other quantitative and qualitative data which may reflect on a county's performance as determined by DCFS. 5. Statewide profiles summarizing the county profiles shall include comparisons to national child welfare averages for various measures. 	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>
<p>B. DATA ANALYSIS and AD HOC REPORTS</p> <p>Performance Indicator 1:</p> <p>The Vendor shall produce reports mandated by Arkansas law and that provide data related to DCFS service</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable 	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty</p>

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<p>delivery and analysis of that data. These mandated reports include without limitation the monthly County Profile Reports, Quarterly Performance Reports (QPR), Annual Report Cards (ARC), Workload Reports, Caseload Reports, Human Resources Reports, and/or other similar reports requested by DCFS.</p> <p>Performance Indicator 2: The Vendor shall produce up to twenty-five (25) ad hoc reports per month at the request of DCFS that provide data related to DCFS service delivery and analysis of that data.</p>	<p>performance throughout the contract term.</p> <ol style="list-style-type: none"> 2. The Vendor shall submit a work plan acceptable to DCFS within thirty (30) days after the contract start date to include production of data analysis reports. The work plan must include identification of specific tasks and personnel and time frames for completion of each task specified in the work plan. 3. The Vendor shall submit revisions to the work plan which are responsive to DCFS written comments within fifteen (15) days of receipt of those comments. 4. The Vendor shall collect and compile data from the Children's Reporting and Information System (CHRIS), any other available and appropriate automated data source, case files, and any other source as determined by DCFS to produce each analytical report or respond to ad hoc requests for information. 5. The Vendor shall review and analyze the information and data collected to determine the effectiveness of the service or program under 	<p>percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>

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	<p>review.</p> <p>6. The Vendor shall prioritize the ad hoc reports based on direction from DCFS.</p> <p>7. The Vendor shall submit completed ad hoc reports within the timeframe requested by DCFS.</p> <p>8. Along with the results of the request, the Vendor shall submit to DCFS a summary of the methodology used to respond to the request.</p> <p>9. The Vendor shall maintain all backup documentation for each report or study for a period of at least five (5) years.</p> <p>10. The Vendor shall provide to DCFS, upon request, all backup documentation for any report or study within five (5) working days of such request, including without limitation data sources and design documentation.</p>	
<p>C. PERFORMANCE BOARD</p> <p>Performance Indicator 1: The Vendor shall establish a web-based performance board to serve as a management tool for DHS Central Office and local-level DCFS staff.</p>	<p>1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term.</p> <p>2. The Vendor shall use information from CHRIS</p>	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30)</p>

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	<p>to input into the performance board as directed by DCFS.</p> <p>3. The Vendor shall collect and compile data from the Children's Reporting and Information System (CHRIS), any other available and appropriate automated data sources, case files, and any other sources as determined by DCFS, to input into the performance board as directed by DCFS.</p> <p>4. The performance board must refresh nightly to ensure accurate data is available through the performance board at all times.</p> <p>5. The performance board must provide both public and internal views and must be accessible online to DCFS staff and stakeholders at all times.</p> <p>6. The performance board shall allow users to view data at a statewide level and also drill down to a county-level (i.e., performance board shall be interactive).</p>	<p>day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>
<p>D. QUALITY SERVICES PEER REVIEW DATA</p> <p>Performance Indicator 1 The Vendor shall complete the selection of samples, pre-populate the Quality Services Peer Review (QSPR) forms with CHRIS data, and generate the quantitative results.</p>	<p>1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term.</p> <p>2. Samples shall be drawn and the QSPR forms shall be generated on or before a deadline agreed upon by Vendor and DCFS to allow DCFS to</p>	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%)</p>

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	<p>conduct its reviews according to schedule.</p> <p>3. Quantitative results for each service area shall be generated prior to the development of the next subsequent meta-analysis for that service area.</p>	<p>penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>
<p>E. MONTHLY REPORTS</p> <p>Performance Indicator 1: The Vendor shall complete and deliver to DCFS monthly reports which comprehensively identify the month's work in relation to annual goals.</p>	<p>1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term.</p> <p>2. The Vendor shall submit the monthly report to DCFS no more than seven (7) working days after the end of the month.</p> <p>3. The Vendor shall submit Certification of Compliance with Performance Indicators as an attachment to monthly billing to DCFS. If the DHS Office of Procurement (OP) determines non-compliance with any Indicator, written support of that decision may be provided to the Vendor. The decision may be accompanied by a Recommendation for Corrective Action.</p> <p>4. DCFS shall process the monthly billing of the Vendor within five (5) business days of the receipt of DCFS's written acceptance of the</p>	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>

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	monthly report, billing, Certification of Compliance, and any related reports.	
<p>F. VENDOR STAFF QUALIFICATIONS</p> <p>Performance Indicator 1: The Vendor shall provide and maintain a qualified staff at a level sufficient for completing the contracted scope of work.</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term. 2. The Vendor shall hire or ensure staff otherwise employed to carry out the Program Deliverables outlined in this contract have, at minimum, a Bachelor's-level degree. 3. The Vendor shall ensure that personnel completing the data analysis reports have, at minimum, a Bachelor's degree and at least five (5) years' combined experience working within, or in association with, a child welfare system and experience in child welfare-related analytics. 4. The Vendor shall provide documentation as part of the monthly report to DCFS that identifies the staff resources dedicated to the unit and any changes in staffing. DCFS shall retain approval authority over vendor staff assigned to work on specific reports. 5. The Vendor shall provide staffing documentation in the form of a staff loading chart which specifies the contracted Full-Time Equivalency 	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>

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	(FTE) actual hours worked during the report month, the percent FTE for the report month, the year-to-date hours and the year-to-date percent FTE.	
<p>G. Office Space & Meeting Requirements</p> <p>Performance Indicator 1 Vendor must provide office space for Vendor staff hired or otherwise employed to carry out the required deliverables.</p> <p>Performance Indicator 2 Vendor must be available in-person or via WebEx or similar platform for meetings upon request by DHS.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term.</p>	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>
<p>H. TRANSITION PLAN</p> <p>Performance Indicator 1 Within sixty (60) days of a request from DCFS, the Vendor shall submit a transition plan which details the steps and staff resources that would be necessary for the continuation of the work outlined in this contract by DCFS staff.</p>	<ol style="list-style-type: none"> 1. Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term. 2. The Vendor shall submit a transition plan, acceptable to DCFS, within sixty (60) days after DCFS requests such a plan. 3. The Vendor shall submit revisions to the work plan which are responsive to 	<p>1st Incident: An acceptable Corrective Action Plan will be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A twenty percent (20%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The twenty percent (20%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p>

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	<p>DCFS written comments within fifteen (15) days of receipt of those comments.</p> <p>4. The transition plan shall include all necessary information to enable DCFS to continue all work without interruption.</p>	<p>3rd incident: DHS reserves the right to impose additional financial penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance and may opt for contract termination.</p>
<p>I. Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract</p>	<p>The Vendor will be fined five thousand dollars (\$5,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. The Vendor shall be fined one hundred thousand dollars (\$100,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Vendor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.